

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

PROCEEDINGS OF THE AUTHORITY BEFORE BENCH 6

Dated 26TH MARCH 2024

PRESIDED BY HON'BLE MEMBER SMT.NEELMANI N RAJU

COMPLAINT NO.:00949/2023

COMPLAINANTS.....

**M.N. ANUDEEP &
MADHURA M
SRIVARI NILAYAM
3RD MAIN, 5TH CROSS
KR PURAM EXTENSION, TANK ROAD
BANGALORE-560036.**

(IN PERSON)

V/S

RESPONDENTS....

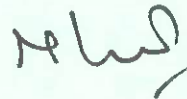
**M/S.SUVILAS REALITIES
PRIVATE LIMITED
NO. 100, OLD NO.52
DONNABAS TOWER
RAILWAY PARALLEL ROAD
KUMARA PARK WEST
BANGALORE-560020.**

**(By Mr.Joseph Anthony,
Advocate & others, JSM Law
Partners)**

*** * * * ***

J U D G E M E N T

1. This complaint is filed under section 31 of the RERA Act against the project "THE POEM BY SHRIRAM PROPERTIES" developed by "SUVILAS REALITIES PRIVATE LIMITED" situated at Sy.No.60/3, Shettihalli, Sy.No.20, 21, 22 and 29 of Myadarahalli, Yeshwanthpur Hobli, BBMP Ward No.12, Bengaluru North, Bengaluru-560090, Bengaluru Urban District for the relief of refund with interest.



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

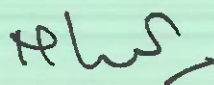
Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

2. This project has been registered under RERA bearing registration No.PRM/KA/RERA/1251/309/PR/210319/004033. The registration is valid till 31/03/2026.

Brief facts of the complaint are as under:-

3. The complainants visited Shriram Properties for purchase of 3.5 bedroom flat located at Jalahalli, where they were shown the model house and the plan of 3.5 bedroom house. The complainants submit that the sales executive asserted that it was the last day of special offer with 80:10:10 payment plan. Despite their initial intention to discuss the decision with their family, they were pressurized to pay booking amount of Rs.1,00,000/- on the spot divided into two transaction of Rs.50,000/- each. As such, the complainants have booked two flats bearing No.03.10.01 and No.03.10.06 which combines to become a 3.5 bedroom flat in the project of the respondent and paid booking amount of Rs.50,000/- each i.e. Rs.1,00,000/- (Rupees One Lakh only) on 15/4/2023. The complainants submit that they were handed over a document for signature without sufficient time to go through it. The sales executive verbally assured us of positive terms, but it was later discovered undisclosed clauses including the forfeiture of the booking amount upon cancellation.
4. The complainants submit that they realized the commitment was impractical and notified the respondent (sales executive) and sent three mails requesting them for cancellation and refund of booking amount. Despite multiple attempts, the respondent has consistently denied any possibility of refund of booking amount of Rs.1,00,000/-. The complainants have also not entered into legal agreement in this regard. Thus, the complainants have approached this Hon'ble Authority and pray for direction to the respondent to refund the booking amount. Hence, this complaint.
5. After registration of the complaint, in pursuance of the notice, the respondent has appeared before the Hon'ble Authority through their



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

counsel/representative and have submitted that the complainants have booked two units through booking form with terms and conditions and had agreed that in case they cancel the booking voluntarily without any fault at the Respondent's end, the booking amount paid by them could be forfeited. The respondent submits that they are not liable to refund the booking amount and the complaint may be disposed to that effect.

6. The complainants have produced documents such as copies of booking form, bank statement for having paid booking amount to the respondent.
7. This matter was heard on 14/09/2023, 10/10/2023, 5/12/2023, 24/1/2024, 7/3/2024 and 19/3/2024. Heard arguments of both sides.
8. **On the above averments, the following points would arise for my consideration:-**
 1. Whether the complainants are entitled for the relief claimed?
 2. What order?
9. **My answer to the above points are as under:-**
 1. In the Affirmative.
 2. As per final order for the following:-

REASONS

9. **My findings on Point No.1:-** From the materials placed on record, it is apparent that the complainants had booked two flats in the project "**THE POEM BY SHRIRAM PROPERTIES**" by paying booking amount of Rs.50,000/- each in all Rs.1,00,000/- dated 15/4/2023. The complainants have now approached this Authority seeking refund of the said booking amount on the grounds that due to some reasons they had cancelled the booking and notified the same to the respondent (sales executive) over mobile and through email and requested for refund of the booking amount. But the respondent has denied.

10. The respondent has appeared before this Authority through their counsel and have submitted that they are not liable to refund booking amount. This issue is



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

not related to delay but due to the complainants voluntarily seeking withdrawal of amount. The respondent is already sitting over the money all along though the complainants have not held the flats booked by them for long and have notified the respondent regarding cancellation. Moreover, when the above flats are re-allotted to new homebuyers, the respondent will again collect the booking amount from them too and the respondent will not be losing their revenue. Hence, the complainants can claim the booking advance paid to the respondent after minimal deductions. In many cases, there are instances of respondent deducting 10% of the booking amount and refunding the balance to the complainants without any interest/with interest. In the instant case, the booking amount was paid on 15/4/2023 wherein the respondent has already enjoyed one year interest. Accordingly, the point raised above is answered as Affirmative in the interest of justice and equity.

12. **My findings on Point No.2:-**In view of the above observation, the complaint deserves to be allowed. Hence, I proceed to pass the following:-


ORDER

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the Complaint No. **00949/2023** is hereby allowed.

The respondent is directed to refund booking amount of **Rs.1,00,000/- (Rupees One Lakh only)** to the complainants within 60 days from the date of this order.

The complainants are at liberty to initiate action for recovery in accordance with law if the respondent fails to pay the amount as per the order of this Authority.

No order as to the costs.


(Neelmani N Raju)
Member, K-RERA